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TECHNOLOGY CENTER

WHEREAS, I, James D. Bennett, residing in the County of Travis and State of Texas

may invent certain new and useful improvements related to radio frequency tag technology (hereinafter "RF Tag Technology") in the course of counseling Western Atlas Inc. and UNOVA, INC., or its subsidiary Intermec Technologies Corporation, and acquired or predecessor companies such as Intermec Corporation, Norand Corporation and United Barcode Industries, hereafter individually and collectively "UNOVA".

WHEREAS, UNOVA is desirous of acquiring the entire right, title, and interest in and to any such improvements that may be invented.

NOW, THEREFORE, to all whom it may concern, be it known that, I, James D. Bennett, hereby agree to sell, assign, transfer and set over, unto UNOVA, its successors and assigns, the entire right, title and interest in and to such RF Tag Technology inventions, improvements, applications, and any Letters Patents which may be granted therefor or thereupon, together with any and all divisions, continuations, reissues and extensions thereof, all my foreign rights to such inventions, and all my rights under the International Convention in respect to such inventions and applications, and authorize UNOVA to apply for patents in the United States and in foreign countries. I also hereby agree to communicate to UNOVA, or its representatives any facts known to me respecting such inventions and improvements, to testify in any legal proceeding relating thereto, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and in addition to execute any and all documents that may be required in order that UNOVA may make applications for Letters Patents on such inventions in foreign countries in its own name.

Signed at Austin, in the County of Travis, and State of Texas, this 12th day of September, 1997.

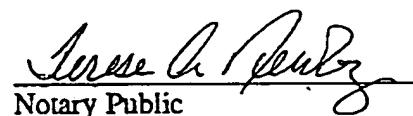
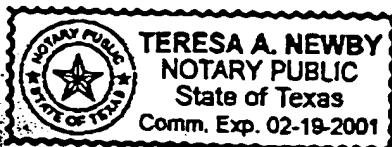


James D. Bennett

STATE OF TEXAS)
)
) SS.
COUNTY OF TRAVIS)

I, Teresa A. Newby, a Notary Public in and for County and State aforesaid, do hereby certify that James D. Bennett personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of September, 1997.



Teresa A. Newby
Notary Public

My Commission expires on:

02-19-2001

SEAL



STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby certify this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

INTERMEC TECHNOLOGIES CORPORATION

Merging NORAND CORPORATION into INTERMEC TECHNOLOGIES
CORPORATION

as filed in this office on December 22, 1997.

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Date: May 13, 1998

Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Ralph Munro, Secretary of State
S. HARRISON

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12/21/997 - 56244
12/22/1997 - 6 - 4661/225

ARTICLES OF MERGER

NORAND CORPORATION

DEC 22 1997

AND

RALPH MUNING
SECRETARY OF STATE

INTERMEC TECHNOLOGIES CORPORATION

Pursuant to the provisions of RCW 23B.11.040, the following Articles of Merger are executed for the purpose of merging Norand Corporation, a Delaware corporation ("Norand") and a wholly-owned subsidiary of Intermec Technologies Corporation, a Washington corporation ("Intermec"), with and into Intermec.

1. The Plan of Merger (the "Plan"), which has been adopted by the Board of Directors of Intermec, is attached hereto as Exhibit A.
2. Pursuant to the provisions of RCW 23B.11.040, the Plan does not require the approval of the shareholders of either Norand or Intermec.

DATED: December 16, 1997.

INTERMEC TECHNOLOGIES
CORPORATION

By:
Michael Ohanian, President

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EXHIBIT A

PLAN OF MERGER

1. The names of the corporations proposing to merge are Norand Corporation, a Delaware corporation ("Norand") and a wholly-owned subsidiary of Intermec Technologies Corporation, a Washington corporation ("Intermec"), and Intermec.
2. When the merger becomes effective, each outstanding share of common stock of Norand shall be canceled.
3. When the merger becomes effective, without further act, all other effects of merger as set forth in RCW 23B.11.060 shall occur.
4. It is the intention of Norand and Intermec that the merger shall be a tax-free liquidation pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended.
5. The merger shall become effective at 12:00 p.m., Pacific Standard Time, December 28, 1997.

DATED: November 1, 1997.

INTERMEC TECHNOLOGIES
CORPORATION

By: Michael Ohanian
Michael Ohanian, President

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Seattle Municipal Archives

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NORAND TECHNOLOGY CORPORATION", CHANGING ITS NAME FROM "NORAND TECHNOLOGY CORPORATION" TO "INTERMEC IP CORP.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MARCH, A.D. 1998, AT 9 O'CLOCK A.M.



Edward J. Freel, Secretary of State

AUTHENTICATION:

2401846 8100

DATE:

3989821

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RESTATE CERTIFICATE OF INCORPORATION
OF
NORAND TECHNOLOGY CORPORATION

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It is hereby certified that:

1. The present name of the Corporation is Norand Technology Corporation.
The name under which the Corporation was originally incorporated is Norand Technology Corporation, and the date of filing the original certificate of incorporation of the corporation with the Secretary of State of the State of Delaware is May 11, 1994.
2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Articles One to Three, Five, and Seven to Ten thereof, by substituting in lieu thereof new Articles One, Two, Three, Six and Seven, and by renaming Article Six to Article Five.
3. The provisions of the Certificate of Incorporation of the Corporation as heretofore amended, and as herein amended, are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled Restated Certificate of Incorporation of Intermec IP Corp. without any further amendments other than the amendments herein certified and without any discrepancy between the provisions of the certificate of incorporation as heretofore amended and supplemented and the provisions of the said single instrument hereinafter set forth.

4. The amendments and the Restatement of the Certificate of Incorporation
herein certified have been duly adopted by the stockholders in accordance
with the provisions of Sections 228, 242, and 245 of the General Corporation
Law of the State of Delaware.

The certificate of incorporation of the corporation, as amended and restated herein,
shall at the effective time of this restated certificate of incorporation, read as follows:

"RESTATED CERTIFICATE OF INCORPORATION

OF

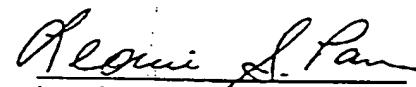
INTERMEC IP CORP.

1. The name of this corporation (hereinafter called the "Corporation") is Intermech IP Corp.
2. The address of its registered office in the State of Delaware is 1013 Centre Road, Wilmington, DE 19807-1297.
3. The nature of the business or purpose to be conducted or promoted is to manage and protect the lawful ownership of the Company's intellectual property ("IP"), including patents, copyrights, and maskworks, and to license such IP when advantageous to the Company and its shareholders.
4. The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) common shares, at \$.01 per value per share.
5. The Corporation is to have perpetual existence.
6. Each person who, subsequent to March 3, 1997, is or was or had agreed to become a director or officer of the Corporation, or each such person who, subsequent to March 3, 1997, is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as a director, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise (including the heirs, executors, administrators, or estate of such person), shall be indemnified by the Corporation, in accordance with the By-Laws of the Corporation, to the full extent permitted from time to time by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment

permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may indemnify other persons as provided in the By-Laws and the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article Sixth. Any amendment or repeal of this Article Sixth shall not adversely affect any right or protection existing hereunder immediately prior to such amendment or repeal.

7. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to either the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. Any amendment or repeal of this Article Seventh shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such amendment or repeal."

Signed on March 16, 1998.



Leonie S. Pan
Leonie S. Pan
Assistant Secretary

ASSIGNMENT

WHEREAS, Norand Corporation, formerly a corporation of Delaware with an office at 550 2nd Street S.E., Cedar Rapids, Iowa, has been merged into Intermec Technologies Corporation, a corporation of the State of Washington having an office at 6001 36th Avenue West, Everett, Washington 98203-9280 ("the Assignor");

WHEREAS, Norand Technology Corporation, formerly a corporation of Delaware with a registered office at 1013 Centre Road, Wilmington, Delaware, has been merged into Intermec IP Corp., a corporation of the State of Delaware having an office at 21900 Burbank Boulevard, Woodland Hills, California 91367-7418 ("the Assignee"), and by virtue of this merger with Assignee all right, title and interest in inventions and improvements assigned by Norand Corporation to Norand Technology Corporation prior to this merger, together with patents and patent applications based thereon, has already been vested in Assignee;

WHEREAS, by virtue of the merger with the Assignor, all right, title and interest in inventions and improvements originating with inventors having an obligation to assign to Norand Corporation together with United States and foreign patent applications based thereon, including all substitutions, divisionals and continuations, and all Letters Patent, United States and foreign, based thereon, including all extensions, reexaminations and reissues, (hereafter "Norand Corporation Patent Property"), has been vested in the Assignor, except as already vested in the Assignee as aforesaid; and remains vested in the Assignor except as heretofore assigned to the Assignee; said Norand Corporation Patent Property including the patents and patent applications shown on the attached PATENT LIST of APPENDIX A and PATENT APPLICATION LIST of APPENDIX B, and substitutions, divisionals and continuations thereof, and all Letters Patent, United States and foreign, based thereon, including extensions, reexaminations and reissues; and

WHEREAS, the Assignor desires to assign to the Assignee all its remaining right, title and interest in said Norand Corporation Patent Property together with any and all substitute, divisional and continuation applications, and any and all Letters Patent of the United States and foreign countries which may be obtained based thereon.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee, its successors and assigns, its entire remaining right, title and interest in and to said Norand Corporation Patent Property including the patents and patent applications set forth in the attached PATENT LIST of APPENDIX A and in the attached PATENT APPLICATION LIST of APPENDIX B, together with any and all substitute, divisional and continuation applications, and any and all Letters Patent of the United States and foreign countries which may be obtained based thereon, and in any reissues, reexaminations or extensions of such Letters Patent, and further assigns to said Assignee the priority rights provided by the International Convention.

The Assignor further assigns to the Assignee the right to sue for past infringement of any and all such Letters Patent.

The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding individual and/or entity of foreign countries, to issue said Letters Patent to said Assignee.

The Assignor warrants itself to be the owner of the entire right, title and interest in said inventions or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest hereby assigned.

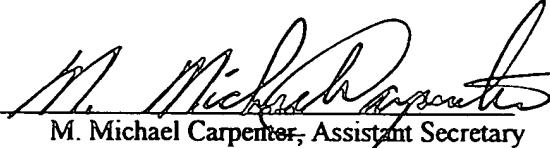
For said consideration the Assignor hereby agrees, upon the request and at the expense of said Assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said inventions or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue, reexamination or extension of any Letters Patent that may be granted upon said applications, and any and all applications and other documents for Letters Patent in foreign countries on said inventions or improvements, that said Assignee, its successors or assigns may deem necessary or expedient, and for the said considerations the Assignor authorizes said Assignee to apply for Letters Patent for said inventions or improvements in its own name in such countries where such procedure is proper and further agrees, upon the request of said Assignee, its successors and assigns, to cooperate to the best of the ability of the Assignor with said Assignee, its successors and assigns, in any proceedings or transactions involving such applications or Letters Patent, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all

rights therein hereby conveyed in the Assignee, its successors and assigns, whereby said Letters Patents will be held and enjoyed by the said Assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment has not been made.

WITNESS my hand and seal this 21 day of July, 1999.

INTERMEC TECHNOLOGIES CORPORATION

By


M. Michael Carpenter, Assistant Secretary

State of California

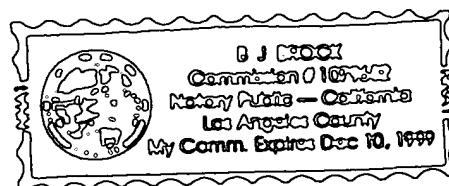
County of Los Angeles

On July 21, 1999 before me P. J. PORTER, a Notary Public, personally appeared M. Michael Carpenter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

P. J. PORTER
Notary Public

My Commissioner Expires: 12-10-1999



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APPENDIX B

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PATENT APPLICATIONS LIST

Application Number	Country (US Unless Otherwise Indicated)	Docket Number(s) ("CPA" means Continued Prosecution Application)	Filing Date (Month, Day Year)
09/247,460		Y0998/100R	2/9/99
09/247,460		Y0998/100	2/09/98